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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

BARKLEY & ASSOCIATES, INC., A)	Case No.: 2:24-cv-5964
CALIFORNIA CORPORATION,)	Assigned to Hon. Wesley L. Hsu
)	
PLAINTIFF,)	
)	
v.)	STIPULATED PROTECTIVE
)	ORDER
)	
QUIZLET, INC., A DELWARE)	
CORPORATION REGISTERED IN)	
CALIFORNIA,)	
)	
DEFENDANT.)	
)	

1 Plaintiff Barkley & Associates, Inc., and Defendant Quizlet, Inc., stipulate to enter
2 into a Protective Order as further set forth below:

3 I. A. PURPOSES AND LIMITATIONS

4 Discovery in this action is likely to involve production of confidential,
5 proprietary, or private information for which special protection from public
6 disclosure and from use for any purpose other than prosecuting this litigation
7 may be warranted. Accordingly, the parties hereby stipulate to and petition the
8 Court to enter the following Stipulated Protective Order. The parties
9 acknowledge that this Order does not confer blanket protections on all disclosures
10 or responses to discovery and that the protection it affords from public disclosure
11 and use extends only to the limited information or items that are entitled to
12 confidential treatment under the applicable legal principles. The parties further
13 acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective
14 Order does not entitle them to file confidential information under seal; Civil
15 Local Rule 79-5 sets forth the procedures that must be followed and the standards
16 that will be applied when a party seeks permission from the court to file material
17 under seal.

18 B. GOOD CAUSE STATEMENT

19 This action is likely to involve trade secrets, customer and pricing lists
20 and other valuable research, development, commercial, financial, technical and/or
21 proprietary information for which special protection from public disclosure and
22 from use for any purpose other than prosecution of this action is warranted. Such
23 confidential and proprietary materials and information consist of, among other
24 things, confidential business or financial information, information regarding
25 confidential business practices, or other confidential research, development, or
26 commercial information (including information implicating privacy rights of
27 third parties), information otherwise generally unavailable to the public, or which
28 may be privileged or otherwise protected from disclosure under state or

1 federal statutes, court rules, case decisions, or common law. Accordingly, to
2 expedite the flow of information, to facilitate the prompt resolution of disputes
3 over confidentiality of discovery materials, to adequately protect information the
4 parties are entitled to keep confidential, to ensure that the parties are permitted
5 reasonable necessary uses of such material in preparation for and in the conduct of
6 trial, to address their handling at the end of the litigation, and serve the ends of
7 justice, a protective order for such information is justified in this matter. It is the
8 intent of the parties that information will not be designated as confidential for
9 tactical reasons and that nothing be so designated without a good faith belief that
10 it has been maintained in a confidential, non-public manner, and there is good
11 cause why it should not be part of the public record of this case.

12 2. DEFINITIONS

13 2.1 Action: *Barkley & Associates, Inc. v. Quizlet, Inc.*, Civil Action No.
14 2:24-cv-5964.

15 2.2 Challenging Party: a Party or Non-Party that challenges the
16 designation of information or items under this Order.

17 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
18 how it is generated, stored or maintained) or tangible things that qualify for
19 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
20 the Good Cause Statement.

21 2.4 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
22 Information or Items: extremely sensitive “Confidential Information or Items,”
23 including the contents thereof, disclosure of which to another Party or Non-Party
24 would create a substantial risk of serious harm that could not be avoided by less
25 restrictive means.

26 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as
27 their support staff).

28 2.6 Designating Party: a Party or Non-Party that designates information or

1 items that it produces in disclosures or in responses to discovery as
2 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
3 ONLY.”

4 2.7 Disclosure or Discovery Material: all items or information, regardless
5 of the medium or manner in which it is generated, stored, or maintained (including,
6 among other things, testimony, transcripts, and tangible things), that are produced
7 or generated in disclosures or responses to discovery in this matter.

8 2.8 External Expert: a person with specialized knowledge or experience in
9 a matter pertinent to the litigation who has been retained by a Party or its counsel
10 to serve as an expert witness or as a consultant in this Action.

11 2.9 House Counsel: attorneys who are employees of a party to this Action.
12 House Counsel does not include Outside Counsel of Record or any other outside
13 counsel.

14 2.10 Non-Party: any natural person, partnership, corporation, association,
15 or other legal entity not named as a Party to this action.

16 2.11 Outside Counsel of Record: attorneys who are not employees of a
17 party to this Action but are retained to represent or advise a party to this Action
18 and have appeared in this Action on behalf of that party or are affiliated with a law
19 firm which has appeared on behalf of that party, and includes support staff.

20 2.12 Party: any party to this Action, including all of its officers, directors,
21 employees, consultants, retained experts, and Outside Counsel of Record (and their
22 support staffs).

23 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
24 Discovery Material in this Action.

25 2.14 Professional Vendors: persons or entities that provide litigation
26 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
27 demonstrations, and organizing, storing, or retrieving data in any form or medium)
28 and their employees and subcontractors.

1 2.15 Protected Material: any Disclosure or Discovery Material that is
2 designated as “CONFIDENTIAL” or as “HIGHLY CONFIDENTIAL –
3 ATTORNEYS’ EYES ONLY.

4 2.16 Receiving Party: a Party that receives Disclosure or Discovery
5 Material from a Producing Party.

6 3. SCOPE

7 The protections conferred by this Stipulation and Order cover not only
8 Protected Material (as defined above), but also (1) any information copied or
9 extracted from Protected Material; (2) all copies, excerpts, summaries, or
10 compilations of Protected Material; and (3) any testimony, conversations, or
11 presentations by Parties or their Counsel that might reveal Protected Material.

12 However, the protections conferred by this Stipulation and Order do not
13 cover the following information: (a) any information that is in the public domain at
14 the time of disclosure to a Receiving Party or becomes part of the public domain
15 after its disclosure to a Receiving Party as a result of publication not involving a
16 violation of this Order, including becoming part of the public record through trial
17 or otherwise; and (b) any information known to the Receiving Party prior to the
18 disclosure or obtained by the Receiving Party after the disclosure from a source
19 who obtained the information lawfully and under no obligation of confidentiality to
20 the Designating Party.

21 Any use of Protected Material at trial shall be governed by the orders of
22 the trial judge. This Order does not govern the use of Protected Material at trial.

23 4. DURATION

24 Even after final disposition of this litigation, the confidentiality obligations
25 imposed by this Order shall remain in effect until a Designating Party agrees
26 otherwise in writing or a court order otherwise directs. Final disposition shall be
27 deemed to be the later of (1) dismissal of all claims and defenses in this Action,
28 with or without prejudice; and (2) final judgment herein after the completion and

1 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
2 including the time limits for filing any motions or applications for extension of
3 time pursuant to applicable law.

4 5. DESIGNATING PROTECTED MATERIAL

5 5.1 Exercise of Restraint and Care in Designating Material for Protection.

6 Each Party or Non-Party that designates information or items for protection
7 under this Order must take care to limit any such designation to specific material
8 that qualifies under the appropriate standards. The Designating Party must
9 designate for protection only those parts of material, documents, items, or oral or
10 written communications that qualify so that other portions of the material,
11 documents items, or communications for which protection is not warranted are not
12 swept unjustifiably within the ambit of this Order.

13 Mass, indiscriminate, or routinized designations are prohibited.
14 Designations that are shown to be clearly unjustified or that have been made
15 for an improper purpose (e.g., to unnecessarily encumber the case development
16 process or to impose unnecessary expenses and burdens on other parties) may
17 expose the Designating Party to sanctions.

18 If it comes to a Designating Party's attention that information or items that it
19 designated for protection do not qualify for protection at all or do not qualify for
20 the level of protection initially asserted, that Designating Party must promptly
21 notify all other Parties that it is withdrawing the mistaken designation.

22 5.2 Manner and Timing of Designations. Except as otherwise provided in
23 this Order (see, e.g., second paragraph of section 5.2(a) below), or as
24 otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for
25 protection under this Order must be clearly so designated before the material is
26 disclosed or produced.

27 Designation in conformity with this Order requires:

28 (a) for information in documentary form (e.g., paper or electronic

1 documents, but excluding transcripts of depositions or other pretrial or trial
2 proceedings), that the Producing Party affix the legend “CONFIDENTIAL” or
3 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to each page that
4 contains protected material. If only a portion or portions of the material on a
5 page qualifies for protection, the Producing Party also must clearly identify the
6 protected portion(s) (e.g., by making appropriate markings in the margins) and
7 must specify, for each portion, the level of protection being asserted.

8 A Party or Non-Party that makes original documents available for inspection
9 need not designate them for protection until after the inspecting Party has indicated
10 which documents it would like copied and produced. During the inspection
11 and before the designation, all of the material made available for inspection
12 shall be deemed “CONFIDENTIAL.” After the inspecting Party has identified the
13 documents it wants copied and produced, the Producing Party must determine
14 which documents, or portions thereof, qualify for protection under this Order.
15 Then, before producing the specified documents, the Producing Party must affix
16 the legend (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
17 EYES ONLY”) to each page that contains Protected Material. If only a portion or
18 portions of the material on a page qualifies for protection, the Producing Party
19 also must clearly identify the protected portion(s) (e.g., by making appropriate
20 markings in the margins) and must specify, for each portion, the level of protection
21 being asserted.

22 (b) for testimony given in depositions or in other pretrial or trial proceedings
23 that the Designating Party identify the Disclosure or Discovery Material on the
24 record, before the close of the deposition all protected testimony.

25 Parties shall give the other parties notice if they reasonably expect a
26 deposition, hearing or other proceeding to include Protected Material so that the
27 other parties can ensure that only authorized individuals who have signed the
28 “Acknowledgment and Agreement to Be Bound” (Exhibit A) are present at those

1 proceedings. The use of a document as an exhibit at a deposition shall not in any
2 way affect its designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL
3 – ATTORNEYS’ EYES ONLY.”

4 Transcripts containing Protected Material shall have an obvious legend on
5 the title page that the transcript contains Protected Material, and the title page shall
6 be followed by a list of all pages (including line numbers as appropriate) that have
7 been designated as Protected Material and the level of protection being asserted by
8 the Designating Party. The Designating Party shall inform the court reporter of
9 these requirements.

10 (c) for information produced in some form other than documentary and for
11 any other tangible items, that the Producing Party affix in a prominent place on the
12 exterior of the container or containers in which the information is stored the legend
13 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
14 ONLY.” If only a portion or portions of the information warrants protection, the
15 Producing Party, to the extent practicable, shall identify the protected portion(s)
16 and specify the level of protection being asserted.

17 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
18 failure to designate qualified information or items does not, standing alone,
19 waive the Designating Party’s right to secure protection under this Order for such
20 material. Upon timely correction of a designation, the Receiving Party must make
21 reasonable efforts to assure that the material is treated in accordance with the
22 provisions of this Order.

23 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

24 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
25 designation of confidentiality at any time that is consistent with the Court’s
26 Scheduling Order. .

27 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
28 resolution process under Local Rule 37.1 et seq.

1 6.3 Judicial Intervention: If the Parties cannot resolve a challenge without
2 court intervention, the Designating Party shall file and serve a motion to retain
3 confidentiality under Civil Local Rule 7 (and in compliance with Civil Local Rule
4 79-5, if applicable) within 21 days of the initial notice of challenge or within 14
5 days of the parties agreeing that the meet and confer process will not resolve their
6 dispute, whichever is earlier. Each such motion must be accompanied by a
7 competent declaration affirming that the movant has complied with the meet and
8 confer requirements imposed in the preceding paragraph. Failure by the
9 Designating Party to make such a motion including the required declaration within
10 21 days (or 14 days, if applicable) shall automatically waive the confidentiality
11 designation for each challenged designation. In addition, the Challenging Party
12 may file a motion challenging a confidentiality designation at any time if there is
13 good cause for doing so, including a challenge to the designation of a deposition
14 transcript or any portions thereof. Any motion brought pursuant to this provision
15 must be accompanied by a competent declaration affirming that the movant has
16 complied with the meet and confer requirements imposed by the preceding
17 paragraph.

18 The burden of persuasion in any such challenge proceeding shall be on the
19 Designating Party. Frivolous challenges, and those made for an improper purpose
20 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
21 expose the Challenging Party to sanctions. Unless the Designating Party has
22 waived or withdrawn the confidentiality designation, all parties shall continue to
23 afford the material in question the level of protection to which it is entitled under
24 the Producing Party's designation until the Court rules on the challenge.

25 7. ACCESS TO AND USE OF PROTECTED MATERIAL

26 7.1 Basic Principles. A Receiving Party may use Protected Material that is
27 disclosed or produced by another Party or by a Non-Party in connection with this
28 case only for prosecuting, defending, or attempting to settle this Action. Such

1 Protected Material may be disclosed only to the categories of persons and under
2 the conditions described in this Order. When the Action has been terminated, a
3 Receiving Party must comply with the provisions of section 13 below (FINAL
4 DISPOSITION).

5 Protected Material must be stored and maintained by a Receiving Party at a
6 location and in a secure manner that ensures that access is limited to the persons
7 authorized under this Order.

8 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
9 otherwise ordered by the court or permitted in writing by the Designating Party, a
10 Receiving Party may disclose any information or item designated
11 “CONFIDENTIAL” only to:

12 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well
13 as employees of said Outside Counsel of Record to whom it is reasonably
14 necessary to disclose the information for Action and who have signed the
15 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

16 (b) the officers, directors, and employees (including House Counsel) of the
17 Receiving Party to whom disclosure is reasonably necessary for this Action and
18 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

19 (c) External Experts (as defined in this Order) of the Receiving Party to
20 whom disclosure is reasonably necessary for this Action and who have signed the
21 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

22 (d) the court and its personnel;

23 (e) court reporters and their staff;

24 (f) professional jury or trial consultants, mock jurors, and Professional
25 Vendors to whom disclosure is reasonably necessary for this Action and who have
26 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

27 (g) the author or recipient of a document containing the information or a
28 custodian or other person who otherwise possessed or knew the information;

1 (h) during their depositions, witnesses, and attorneys for witnesses, in the
2 Action to whom disclosure is reasonably necessary and who have signed the
3 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
4 agreed by the Designating Party or ordered by the court. Pages of transcribed
5 deposition testimony or exhibits to depositions that reveal Protected Material
6 may be separately bound by the court reporter and may not be disclosed to anyone
7 except as permitted under this Stipulated Protective Order; and

8 (i) any mediator or settlement officer, and their supporting personnel,
9 mutually agreed upon by any of the parties engaged in settlement discussions.

10 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
11 ONLY” Information or Items. Unless otherwise ordered by the court or permitted
12 in writing by the Designating Party, a Receiving Party may disclose any
13 information or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’
14 EYES ONLY” only to:

15 (a) the Receiving Party’s Outside Counsel of Record in this action, as well
16 as employees of said Outside Counsel of Record to whom it is reasonably
17 necessary to disclose the information for this litigation and who have signed the
18 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit
19 A;

20 (b) External Experts of the Receiving Party (1) to whom disclosure is
21 reasonably necessary for this litigation, (2) who have signed the “Acknowledgment
22 and Agreement to Be Bound” (Exhibit A), and (3) as to whom the procedures set
23 forth in paragraph 7.4(a), below, have been followed;

24 (c) the court and its personnel; and

25 (d) court reporters and their staff, professional jury or trial consultants, and
26 Professional Vendors to whom disclosure is reasonably necessary for this litigation
27 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
28 A).

1 7.4 Procedures for Approving or Objecting to Disclosure of “HIGHLY
2 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items to
3 External Experts.

4 (a) Unless otherwise ordered by the court or agreed to in writing by the
5 Designating Party, a Party that seeks to disclose to an External Expert (as defined
6 in this Order) any information or item that has been designated “HIGHLY
7 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” pursuant to paragraph 7.3(c)
8 first must make a written request to the Designating Party that (1) identifies the
9 general categories of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
10 ONLY information that the Receiving Party seeks permission to disclose to the
11 External Expert, (2) sets forth the full name of the External Expert and the city and
12 state of his or her primary residence, (3) attaches a copy of the External Expert’s
13 current resume, (4) identifies the External Expert’s current employer(s), (5)
14 identifies each person or entity from whom the External Expert has received
15 compensation or funding for work in his or her areas of expertise or to whom the
16 expert has provided professional services, including in connection with a litigation,
17 at any time during the preceding five years, and (6) identifies (by name and
18 number of the case, filing date, and location of court) any litigation in connection
19 with which the External Expert has offered expert testimony, including through a
20 declaration, report, or testimony at a deposition or trial, during the preceding five
21 years.

22 (b) A Party that makes a request and provides the information specified in
23 the preceding respective paragraphs may disclose the subject Protected Material to
24 the identified External Expert unless, within 14 days of delivering the request, the
25 Party receives a written objection from the Designating Party. Any such objection
26 must set forth in detail the grounds on which it is based.

27 (c) A Party that receives a timely written objection must meet and confer
28 with the Designating Party (through direct voice to voice dialogue) to try to resolve

1 the matter by agreement within seven days of the written objection. If no
2 agreement is reached, the Party seeking to make the disclosure to the External
3 Expert may file a motion as provided in Civil Local Rule 7 (and in compliance
4 with Civil Local Rule 79-5, if applicable) seeking permission from the court to do
5 so. Any such motion must describe the circumstances with specificity, set forth in
6 detail the reasons why the disclosure to the External Expert is reasonably
7 necessary, assess the risk of harm that the disclosure would entail, and suggest any
8 additional means that could be used to reduce that risk. In addition, any such
9 motion must be accompanied by a competent declaration describing the parties'
10 efforts to resolve the matter by agreement (i.e., the extent and the content of the
11 meet and confer discussions) and setting forth the reasons advanced by the
12 Designating Party for its refusal to approve the disclosure.

13 In any such proceeding, the Party opposing disclosure to the External Expert
14 shall bear the burden of proving that the risk of harm that the disclosure would
15 entail (under the safeguards proposed) outweighs the Receiving Party's need to
16 disclose the Protected Material to its External Expert.

17 8 PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
18 IN OTHER LITIGATION

19 If a Party is served with a subpoena or a court order issued in other litigation
20 that compels disclosure of any information or items designated in this Action as
21 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
22 ONLY," that Party must:

23 (a) promptly notify in writing the Designating Party. Such notification shall
24 include a copy of the subpoena or court order;

25 (b) promptly notify in writing the party who caused the subpoena or order to
26 issue in the other litigation that some or all of the material covered by the subpoena
27 or order is subject to this Protective Order. Such notification shall include a copy
28

1 of this Stipulated Protective Order; and

2 (c) cooperate with respect to all reasonable procedures sought to be pursued
3 by the Designating Party whose Protected Material may be affected.

4 If the Designating Party timely seeks a protective order, the Party served
5 with the subpoena or court order shall not produce any information designated in
6 this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
7 ATTORNEYS’ EYES ONLY” before a determination by the court from which the
8 subpoena or order issued, unless the Party has obtained the Designating Party’s
9 permission. The Designating Party shall bear the burden and expense of seeking
10 protection in that court of its confidential material – and nothing in these
11 provisions should be construed as authorizing or encouraging a Receiving Party in
12 this Action to disobey a lawful directive from another court.

13 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
14 PRODUCED IN THIS LITIGATION

15 (a) The terms of this Order are applicable to information produced by a
16 Non-Party in this action and designated as “CONFIDENTIAL” or “HIGHLY
17 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced
18 by Non-Parties in connection with this litigation is protected by the remedies and
19 relief provided by this Order. Nothing in these provisions should be construed as
20 prohibiting a Non-Party from seeking additional protections.

21 (b) In the event that a Party is required, by a valid discovery request, to
22 produce a Non-Party’s confidential information in its possession, and the Party is
23 subject to an agreement with the Non-Party not to produce the Non-Party’s
24 confidential information, then the Party shall:

25 1. promptly notify in writing the Requesting Party and the Non-Party
26 that some or all of the information requested is subject to a confidentiality
27 agreement with a Non-Party;

28 2. promptly provide the Non-Party with a copy of the Stipulated

Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

3. make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal

1 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
2 whatever procedure may be established in an e-discovery order that provides for
3 production without prior privilege review. Pursuant to Federal Rule of Evidence
4 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
5 of a communication or information covered by the attorney-client privilege or
6 work product protection, the parties may incorporate their agreement in the
7 stipulated protective order submitted to the court.

8 12. MISCELLANEOUS

9 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
10 person to seek its modification by the Court in the future.

11 12.2 Right to Assert Other Objections. By stipulating to the entry of this
12 Protective Order no Party waives any right it otherwise would have to object to
13 disclosing or producing any information or item on any ground not addressed in
14 this Stipulated Protective Order. Similarly, no Party waives any right to object on
15 any ground to use in evidence of any of the material covered by this Protective
16 Order.

17 12.3 Filing Protected Material. Without written permission from the
18 Designating Party or a court order secured after appropriate notice to all interested
19 persons, a Party may not file in the public record in this action any Protected
20 Material. A Party that seeks to file under seal any Protected Material must comply
21 with Civil Local Rule 79-5. Protected Material may only be filed under seal
22 pursuant to a court order authorizing the sealing of the specific Protected Material
23 at issue. If a Party's request to file Protected Material under seal is denied by the
24 court, then the Receiving Party may file the information in the public record unless
25 otherwise instructed by the court.

26 13. FINAL DISPOSITION

27 After the final disposition of this Action, as defined in paragraph 4, within
28 60 days of a written request by the Designing Party, each Receiving Party must

1 return all Protected Material to the Producing Party or destroy such material. As
2 used in this subdivision, “all Protected Material” includes all copies, abstracts,
3 compilations, summaries, and any other format reproducing or capturing any of the
4 Protected Material. Whether the Protected Material is returned or destroyed, the
5 Receiving Party must submit a written certification to the Producing Party (and, if
6 not the same person or entity, to the Designating Party) by the 60 day deadline that
7 (1) identifies (by category, where appropriate) all the Protected Material that was
8 returned or destroyed and (2) affirms that the Receiving Party has not retained any
9 copies, abstracts, compilations, summaries or any other format reproducing or
10 capturing any of the Protected Material. Notwithstanding this provision, Counsel
11 are entitled to retain an archival copy of all pleadings, motion papers, trial,
12 deposition, and hearing transcripts, legal memoranda, correspondence, deposition
13 and trial exhibits, expert reports, attorney work product, and consultant and expert
14 work product, even if such materials contain Protected Material. Any such archival
15 copies that contain or constitute Protected Material remain subject to this
16 Protective Order as set forth in Section 4 (DURATION).

17
18 14. Any violation of this Order may be punished by any and all
19 appropriate measures including, without limitation, contempt proceedings
20 and/or monetary sanctions.

21
22 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

23
24 DATED: 12/30/2024

25
26 /s/ Brian Tamsut

27 Attorneys for Plaintiff
28

1 DATED: 12/30/2024

2 /s/ S. Ryan Patterson

3 Attorneys for Defendant

4
5 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

6
7 DATED: 12/30/2024

8
9 /S/

10 Hon. Charles F. Eick

11 United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
_____[print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order that was
issued by the United States District Court for the Central District of California on [date]
in the case of 2:24-cv-5964. I agree to comply with and to be bound by all the terms of
this Stipulated Protective Order and I understand and acknowledge that failure to so
comply could expose me to sanctions and punishment in the nature of contempt. I
solemnly promise that I will not disclose in any manner any information or item that is
subject to this Stipulated Protective Order to any person or entity except in strict
compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for
the Central District of California for the purpose of enforcing the terms of this Stipulated
Protective Order, even if such enforcement proceedings occur after termination of this
action.

I hereby appoint _____ [print or type full name] of
_____[print or type full address and telephone
number] as my California agent for service of process in connection with this action or
any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____
[printed name]

Signature: _____
[signature]